



## **Council Guard Schedule**

Welcome to RSA.

You should read this Schedule in conjunction with your Policy Wording.

These details are a record of the information provided to RSA. It is also essential that you read all of the clauses applying to your Policy as these contain important information that may affect your Policy cover.

Policy Number: RTT284462/00116

Your Details:

Policyholder: Edenbridge Town Council

Correspondence Address: Doggetts Barn, 72A High Street, Edenbridge, Kent, TN8 5AR

Business Description: Town Council & Property Owner

Your Intermediary's Details:

Intermediary Name: WPS hallam

Address: Spargo House 10 Budshead Way, Devon, PL6 5FE

**Your Policy Dates:** 

Period of Insurance: 20/07/2021 To: 19/07/2022

Renewal Date: 20/07/2022

**Your Premium Information:** 

First Premium: £10,356.63
Insurance Premium Tax: £1,242.81

Total Amount Due: £11,599.44

Long Term Agreement Expiry Date: 19 July 2022

Low Claims Rebate: Yes

Reason for Issue: Renewal 2021

Royal & Sun Alliance Insurance plc (No. 93792).





#### If there are any additional Policy-level Clauses applicable, these are shown below

## **Rate Stability Agreement**

Policyholder : Edenbridge Town Council

Policy No. : RTT284462/00116

Company : RSA

Period of Agreement From 20/07/2019 to 19/07/2022

Initial Period From 20/07/2019 to 19/07/2020 Second Period From 20/07/2020 to 19/07/2021 Third Period From 20/07/2021 to 19/07/2022

For the Period of Agreement shown above and subject to the Adjustment Provisions specified herein the Policyholder agrees to maintain the policy in force and the Company agree to calculate the premium on the sums insured applicable for the Initial Period and the following rates thereafter

Second Period: at the rates applicable for the Initial Period
Third Period: at the rates applicable for the Second Period

Provisos

### Provided that

- 1. the Company may also vary the terms of the policy in accordance with the Special Provisions defined herein
- 2. any imposition of or increase in any levy or tax on premiums or contribution to governmental or non-governmental insurance schemes or pools will be borne by the Insured
- 3. all other terms definitions provisions extensions exclusions and conditions of the policy will continue to apply

### **Definitions**

- 1. Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by the Insurers) and related loss adjustment expenses incurred during the Initial Period or the Second Period bears to the Earned Premium for the same Initial or Second period
- 2. Prior Years Loss Ratio shall mean the percentage which the total of paid claims outstanding reserves (as established by or declared to the Insurers) and related loss adjustment expenses incurred during the three years prior to commencement of the agreement bears to the Prior Years Earned Premium
- 3. Earned Premium means the total of the premiums paid or payable for the period including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools
- 4. Prior Years Earned Premium means three times the total of the premium paid or payable to the Company for the Initial Period of the Agreement or three times the total of the Earned Premium for the Royal & Sun Alliance Insurance plc (No. 93792).





first twelve months of the Agreement whichever is the less including adjustments but excluding commission or any taxes or levies on premiums or contributions to governmental or non-governmental insurance schemes or pools

### **Adjustment Provision**

- 1 If at the expiry of the Initial Period
- a) the Loss Ratio exceeds 40% for the Initial Period or
- b) the Prior Years Loss Ratio exceeds 30%

the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Second Period

- 2 If at the expiry of the Second Period
- a. the Loss Ratio exceeds 40% for each of the Initial and Second Periods or
- b. the Prior Years Loss Ratio exceeds 30%

the Company reserve the right to terminate the Agreement or re-negotiate the premium or rates for application to the Third Period

Any premiums or claims in respect of any reinsurance to governmental or non-governmental insurance schemes or pools shall not be taken into account in arriving at the Loss Ratio or Earned Premium

**Special Provisions** 

**Declaration of Claims** 

A declaration of all paid and outstanding claims by the previous Insurer for the three years prior to the commencement of this agreement shall be provided to the Company prior to the expiry of the Initial Period and prior to the expiry of the Second Period for the purposes of calculating the Prior Years Loss Ratio

In respect of any class of business provided by the Policy that were placed with the Company for the full period of three years prior to the commencement of the Agreement a declaration of claims is not required

### **Rights of the Company**

The Company reserve the right regardless of the Loss Ratio to:

- adjust the premium or rates restrict the cover or vary the terms or conditions to reflect changes which have a material effect upon the scope of cover or indemnity provided by the policy or extent of risk being
- a) acquisitions or disposals of property or companies or changes in the business carried on by the Policyholder
- b) the Company adopting a change in the underwriting policy in respect of any class of business included in the policy or imposing limits of loss or liability to all policies in any class of business included in the policy
- c) any limitation reduction in capacity or rate increase imposed by any re-insurer of the Company
- d) any change in market practice

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- e) legislation being any enactment subordinate legislation law regulation decree treaty or instrument in force in any country or territory covered by the policy
- f) judgements awards or decisions made by any court tribunal or arbitration any government or regulatory body or ombudsman
- 2 adjust the premium or rates restrict the cover or vary the terms or conditions or terminate the Agreement:
- a) to reflect a legal requirement to do so
- b) if at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind
- c) if at any time the Policyholder shall go into any form of liquidation bankruptcy receivership or administration or equivalent status or become the subject of an action in bankruptcy
- d) if at any time the Policyholder fails to complete any requirements agreed with the Company within the agreed timescales
- adjust the Building and Contents sums insured in line with the Insurers published index linking guides

### **Rights of the Policyholder**

- If the Company elect to change the terms in accordance with any of the Adjustment Provisions or Special Provisions then the Policyholder may at its option terminate the Agreement without penalty
- The Policyholder may cancel the agreement at expiry of the Initial Period (or Second Period) without the Insurer activating its rights within the Adjustment Provisions or Special Provisions subject to a payment of 45% of the annual premium which would have been payable for the Second (or Third Period)

### Memoranda

If at any time the Policyholder shall be merged with acquired by or otherwise absorbed or controlled by any individual or corporation or other business entity of any kind provided the entity continues to trade in the name stated within this agreement then the Agreement shall be considered to still be in force

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### **Low Claims Rebate Clause**

Applicable to the Material Damage, Business Interruption, Employers Liability and Public/Products Liability sections

For the purpose of this endorsement

'Cut Off Date' means the date at which the Loss Ratio will be calculated

Provided that the Loss Ratio for each Period of Insurance does not exceed 25% at the Cut Off Date on the Commercial Combined Policy the Company shall allow a return premium on the Net Earned Premium based on the following scale of rebate provided that the loss ratio does not exceed the amount shown at the Cut Off Date in respect of the Period of Insurance shown below

All claims outstanding at the Cut Off Date shall be regarded as paid for the purposes of this endorsement

The payment of the profit rebate is conditional on the renewal of the policy with the Company at the expiry of each period of insurance specified below

Period of Insurance 20/07/2019 - 19/07/2022 Cut Off Date 3 Months following renewal of this policy

Commercial Combined Policy Loss Ratio % Return Premium %

- < 25% 2.5%
- < 20% 5.0%
- < 15% 7.5%

## **Difference in Conditions**

In respect of any Claim or any circumstance which might reasonably be expected to produce a Claim notified to the Insurer during the Period of Insurance, within two years of expiry of the commercial combined policy immediately preceding (policy number 24810176 CCI "the Preceding Commercial Combined Policy") this Policy, the terms conditions exclusions and limitations of the Preceding Commercial Combined Policy shall take precedence over any terms Conditions Exclusions and limitations of this RSA Policy which are less favourable to the Insured except for the following specific restrictions

- The Limit of Indemnity and the Insured's Contribution applicable to any such Claim or Claim arising from such circumstance which might reasonably be expected to produce a Claim and notified under Claims Condition 1 shall be limited to those applicable under this Policy
- The following insurances and services are excluded
  - A) Help advice or other telephone services
  - B) Legal Expenses or Legal Protection insurance
  - C) Terrorism Insurance

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### **Underinsurance Clause - Buildings**

The Underinsurance Clause applicable to Buildings shall not apply in the event of Damage provided that

[a] a revaluation of the Buildings has been carried out by or under the supervision of a Royal Institute of Chartered Surveyors qualified surveyor at intervals not exceeding three years
[b] the Buildings Declared Value (or Sum Insured where no base value is shown) applying to this insurance is not less than the amount recommended by the qualified surveyor

[c] at each renewal where no revaluation has been carried out in accordance with [a] above the Declared Value (or Sum Insured where no base value is shown) has been adjusted to reflect the appropriate level of rebuilding costs inflation prevailing since the last revaluation

### **Endorsement A - General Policy Exclusion**

The following General Policy Exclusion is added to the policy and applies to the Personal Accident & Travel sections

### The Company will not pay any claim

3 which is directly or indirectly as a result of or is contributed to by or is as a consequence of

- A. severe acute respiratory syndrome coronavirus 2 (SARS-COV-2) or
- B. coronavirus disease 2019 (COVID-19) or
- C. any derivative or mutation of either A. or B.

### Virus, Disease and Pandemic Exclusion

(except Terrorism Insurance, Liability Insurance, Fidelity Insurance, Personal Accident Insurance and Legal Expenses Insurance)

Notwithstanding any provision to the contrary within the Policy, the Policy does not cover loss, destruction or damage, or any costs or expenses of whatsoever nature directly or indirectly occasioned by, arising from, caused by, happening through or in consequence of, or otherwise attributable to:

- A) Coronaviruses
- B) Coronavirus disease (COVID-19);
- C) Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
- D) Any mutation of or variation of A), B) or C) above;
- E) any infectious disease that is designated or treated as a pandemic by the World Health Organisation
- F) Any fear or anticipation of A), B), C), D) or E) above.

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The Covers available for our Property Damage and Business Interruption Insurances are as follows:

- 1. Fire, Lightning, Aircraft and Explosion
- 2. Earthquake
- 3. Riot and malicious persons
- 4. Storm or flood
- 5. Escape of water
- 6. Impact

- 7. Sprinkler leakage
- 8. Theft
- 9. Subsidence
- 10. Any other accident
- 11. Glass
- 12. Specified Items: 'All Risks'

It is important to note that the actual Covers may vary for each Premises and the Covers excluded are specified on the following Premises pages of the Schedule.

For the full definition of the Policy coverage please refer to the Policy Wording.

In choosing this product and the level of cover you have not received any personal recommendations from RSA.

### **Property Damage Insurance**

The Premises: Doggetts Barn, 72A High Street, Edenbridge,

Kent, TN8 5AR

Occupation: Office

**Property Insured** 

Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT) £719,663.00

General Contents £36,396.00

Total sum insured: £756,059.00

Covers not insured:

7. Sprinkler leakage

## If there are any additional Policy-level Clauses applicable, these are shown below

## **Floating Cover**

It is noted that the General Contents are also held covered whilst at Rickards Hall, 72 High Street, Edenbridge, TN8 5AR subject to a maximum sum insured of £5,000.

The Premises: Depot, Church Street, Edenbridge, Kent, TN8 5BD

Occupation: Depot,

Solar Panels

**Property Insured** 

Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT) £212,281.00

Buildings - Solar Panels £6,994.00

Total sum insured: £219,275.00

Covers not insured:

7. Sprinkler leakage

The Premises: Store, Forge Croft, Edenbridge, Kent, TN8 5BW

Occupation: Storage Facility

**Property Insured** 

Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT)

£30,423.00

**Total sum insured:** 

£30,423.00

Covers not insured:

7. Sprinkler leakage

The Premises: Sports Pavilion, Recreation Ground, Coomb Field,

Edenbridge, Kent, TN8 5HZ

Occupation: Sports Pavilion,

Solar Panels

**Property Insured** 

Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT)

£1,150,240.00

Buildings - Solar Panels

£9,835.00

**Total sum insured:** 

£1,160,075.00

Covers not insured:

7. Sprinkler leakage

The Premises: Public Toilet, Market Yard, Frant Field,

Edenbridge, Kent, TN8 5BD

Occupation: Public Convenience

**Property Insured** 

Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT)

£148,499.00

£148,499.00

Total sum insured:

Covers not insured:

7. Sprinkler leakage

The Premises: Mowshurst Barn, Swan Lane, Edenbridge, Kent,

**TN8 6AH** 

Occupation: Storage Facility

**Property Insured** 

Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT)

£126,945.00

**Total sum insured:** 

£126,945.00

Covers not insured:

7. Sprinkler leakage

The Premises: Mowshurst Garage, Swan Lane, Edenbridge,

Kent, TN8 6AH

Occupation: Storage Facility

**Property Insured** 

Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT)

£30,423.00

Total sum insured: £30,423.00

Covers not insured:

7. Sprinkler leakage

The Premises: Church House and Rickards Hall, 72 High Street,

Edenbridge, Kent, TN8 5AR

Occupation: Community Hall & Museum

**Property Insured** 

Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT) £1,718,215.00

Miscellaneous Contents - Electronic Screen at Rickards Hall

£2,735.00

Total sum insured: £1,720,950.00

Covers not insured:

7. Sprinkler leakage

The Premises: Store, Recreation Ground, Off Lingfield Road,

Edenbridge, Kent, TN8 5HZ

Occupation: Storage Facility

**Property Insured** 

Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT)

£25,198.00

**Total sum insured:** 

£25,198.00

Covers not insured:

7. Sprinkler leakage

The Premises: Cricket Store, Recreation Ground, Off Lingfield

Road, Edenbridge, Kent, TN8 5HZ

Occupation: Storage Facility

Property Insured	
Buildings - Buildings including Landlords Fixtures & Fittings (EXCLUDING VAT)	£5,754.00
Total sum insured:	£5,754.00

Covers not insured:

7. Sprinkler leakage

The Premises: Anywhere within the boundaries of Edenbridge

Occupation: Not Applicable

**Property Insured** 

Buildings - Flagpole £944.00

Buildings - Infrastructure: Gates, Fences, Walls £5,000.00

Buildings - Infrastructure: Street Furniture, Benches, Bins, Shelters, Finger posts

etc.

£4,337.00

Total sum insured: £10,281.00

Covers not insured:

7. Sprinkler leakage

# Specified Items All Risks Property Insured

Item	Territorial Limits	Sum Insured	Policyholder Contribution
Regalia	U.K Including up to 90 days Worldwide	£3,599.00	£50
Garden & Maintenance Machinery/tools & Associated equipment	U.K.	£69,024.00	£50
Emergency Planning Equipment	U.K.	£9,201.00	£50
Memorial Clock at 55 High Street, TN8 5AN	U.K.	£3,316.00	£50
Flashing Speed Sign	U.K.	£3,260.00	£50
Laptop Computers & Portable Electronic Equipment	U.K.	£7,721.00	£50

## **Property Damage Insurance**

## **Policyholder's Contribution**

Cover (if insured)	Policyholder's Contribution
Subsidence	£1,000
All other Covers	£250
Fire, Lightning, Aircraft & Explosion	NIL

## **Business Interruption Insurance**

Item	Sum Insured
Gross Revenue/Income	£0.00
Maximum Indemnity Period	0 months
Additional Increased Cost of Working	£50,000.00
Maximum Indemnity Period	24 months
Extensions	
Alternative Trading	£25,000
Savings	£25,000
Professional Accountants Charges	£25,000
Accumulated stocks	£25,000
Payments on Account	£25,000
Additional Metered Utility Charges	£25,000
Automatic Reinstatement after a loss	£25,000
Branded Goods	£25,000
Action by Police, Government or other Competent Authority	£25,000
Failure of Electricity supply	£25,000
Failure of Gas supply	£25,000
Failure of Water supply	£25,000
Failure of Telecommunications	£25,000
Essential Personnel	£25,000
Prevention of Access	£25,000
Specified Disease, Food Poisoning, Vermin Pests & Defective Sanitation, Murder or Suicide	£25,000
Loss of Attraction - Unspecified	£25,000
Property stored	£25,000

The total sum insured for Business Interruption insurance is deemed to be the total of the Sums Insured stated above.

If there are any additional Clauses applicable to Business Interruption Insurance, these are shown below

Terrorism Insurance Not Insured

## **Money Insurance**

## Section 1 Money

Item No		Limit of Liability any one loss
1A	Money in the Policyholder's Premises during Working Hours or in transit	£2,000
1B)1	Money in the Policyholder's Premises out of Working Hours in the following locked safes or strongrooms - <b>Not</b> <b>Applicable</b>	£0
1B)2	Money in all other locked safes or strongrooms at the Policyholder's Premises	£2,000
1B)3	Money in the policyholder's premises out of Working Hours not in a safe	£250
1C)1	Money in the residence of Employees or any of the Policyholders Officials or Council members in a locked safe or whilst adults in the residence	£500
1C)2	Money in the residence of Employees or any of the Policyholders Officials or Council members other than in a locked safe or adult in residence	£250

## Section 2 Personal Injury (Robbery)

Refer to policy section for appropriate benefits

If there are any additional Clauses applicable to Money Insurance, these are shown below

### **Liability Insurance**

#### Section 1

Employers' Liability	Limit of Indemnity
Any one Event (excluding liability arising directly or indirectly out of Terrorism)	£10,000,000
Any one Event arising directly or indirectly out of Terrorism	£5,000,000

## If there are any additional Clauses applicable to Employers' Liability Insurance, these are shown below

### Section 2

Public / Products Liability	Limit of Indemnity
Any one Event	£15,000,000
All Events happening during the Period of Insurance in respect of products supplied	£15,000,000
All incidents considered by the Company to have occurred during the Period of Insurance in respect of all Sudden Pollution or Contamination Incidents	£15,000,000
Advertising Injury/Libel & Slander committed during the period of insurance	£250,000
Environmental Clean-up Costs	£1,000,000
Indemnity to Hirer	£2,000,000

### **Policyholder's Contribution**

The indemnity provided by Section 2 is subject to a Policyholder's Contribution of £250 any one Event in respect of loss of or damage to Property

## If there are any additional Clauses applicable to Public/Products Liability Insurance, these are shown below

## Bona Fide Sub-Contractors (firework displays, inflatable devices & passenger carrying amusement devices)

This endorsement applies to Liability Insurance Section 2 Public/Products Liability section It is a condition precedent to any liability of the Company arising from firework displays and inflatable devices and passenger carrying amusement devices that bona fide sub-contractors have Public Liability insurance in respect of their legal liability at law for injury or loss or damage to property arising in connection with the Business and that

- A) the Limit of Indemnity of the Public Liability insurance is not less than £10,000,000 in respect of any one claim or number of claims arising out of any one Event.
- B) such insurance have been extended to indemnify the Policyholder as principal against all liability for such injury or loss of or damage to property

## Section 3

## Legal Defence Costs Limit of Indemnity

#### Part A

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance

£250,000

## Part B

The total amount payable by the Company in respect of all costs and expenses arising out of all claims during any Period of Insurance

£250,000

If there are any additional Clauses applicable to Legal Defence Costs Insurance, these are shown below

### **Fidelity Insurance**

Fidelity Limit of Indemnity

Limit of Indemnity for Any One Claim £950,000

Aggregate Limit of Indemnity £950,000

Policyholder's Contribution £1,000

Name or category of Employee: All Council Members and Employees of the Policyholder

Geographical Limits: Great Britain Northern Ireland the Isle of Man or the Channel Islands

### **Legal Expenses Insurance**

**Limit of Indemnity** 

Any One Event £100,000

All claims and legal proceedings notified during any Period of Insurance £1,000,000

## If there are any additional Clauses applicable to Legal Expenses Insurance, these are shown Below

## **Third Party Provider**

This clause applies to the Legal Expenses Insurance section of this Policy

For the purposes of Definition 14 We/Us/Our the third party provider approved by Royal & Sun Alliance Insurance plc is

Arc Legal Assistance which administers this insurance on the Company's behalf

### 24 Hour Helpline 0345 078 7543 - quoting code 70201

## Claims

### Any notification of a claim must be addressed to

Arc Legal Assistance Lodge Lane Langham Colchester CO4 5NE

Tel: 0344 770 9000 claims@arclegal.co.uk

https://claims.arclegal.co.uk/home

## **Limit of Indemnity**

Officials Liability All events happening during any period of insurance

£250,000

**Employment Practice Insurance** 

Not Insured

## **Policyholder's Contribution**

The indemnity provided by Officials Indemnity is subject to a Policyholder's Contribution of  $\pounds 0$  any one Event

If there are any additional Clauses applicable to Officials Liability Insurance, these are shown below

Insured Person(s)		Operative Time	
Category	Description	PA Insurance	Travel
А	Any Employee of the insured resident in Britain	24 Hour	Internal Journey & External Journey
В	Any Council Member or Employee of the Insured resident in Britain and their accompanying Spouse	24 Hour	Internal Journey & External Journey
С	Any council member of the Insured resident in Britain	24 Hour	Internal Journey & External Journey
D	Any volunteer of the Insured resident in Britain	Occupational Including Commuting	Internal Journey & External Journey

#### **Personal Accident**

## **Category of Insured Person**

Cat D	Cat C	Cat B	Cat A	Benefit
£20,000	£20,000	Nil	£40,000	1-4
£200	£400	Nil	£400	5
£100	£200	Nil	£200	6
30% of benefits 1-6	30% of benefits 1-6	Nil	30% of benefits 1-6	7

## **Payment Period**

Benefit 5 and 6 are payable per week for a maximum of 104 weeks in all not necessarily consecutive

### **Deferment Period**

Benefits 5 and 6 are not payable for the first nil days of any Period of Disablement

Subject otherwise to the Terms, Definitions, Conditions and Exclusions of the Policy.

## **Travel Insurance**

Insured Journey	External Journey	Included
	Internal Journey	Included

## **Maximum Journey Length**

The Maximum Journey length must not exceed 31 days duration.

Endorsements attaching to and forming part of Travel Insurance Policy No.

Subject otherwise to the Terms, Definitions, Conditions and Exclusions of the Policy.